MILPERSMAN 1160-080

AGREEMENT TO EXTEND ENLISTMENT AND/OR ACTIVE DUTY AGREEMENT EXECUTED TO OBTAIN A COURSE OF INSTRUCTION

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Governing	NAVPERS 15909F, Enlisted Tran	nsfer Manual
Directives	DFAS-CL (DJMS), Procedures Tr	raining Guide
	BUPERSINST 1306.78	

1. <u>Guidelines</u>. Specific selection requirements for various schools are published by the Navy Personnel Command (NAVPERSCOM) in manuals and directives issued to responsible commands. Members selected for assignment to schools must be qualified under these selection requirements.

2. Qualifications

- a. Candidates selected must be enlisted members on active duty and must have obligated service as required under applicable provisions of NAVPERS 15909F or directives pertaining to the school for which the member is applying.
- b. Members having less than the required obligated service, but who are in all other respects qualified, who desire and are selected for training in a course of instruction, shall execute NAVPERS 1070/621 and/or NAVPERS 1070/622.

3. Payback for Disenrolled Members

a. Members who are disenrolled from Service Schools A, C, and F; Special Programs (NF/AEF/ATF 6-Year Obligor Programs); or 5-Year Obligor Programs, for which obligated service was acquired in the form of a NAVPERS 1070/621 and/or a NAVPERS 1070/622 entry, shall have their obligated service adjusted

under this article, provided they have not accepted accelerated advancement. Such adjustment hereafter will be referred to as payback. See below for details of payback for specific courses of instruction.

- b. EXEMPTION: Members who entered into extension agreements that do not contain one of the following clauses, continue to be eligible for payback under this article:
- (1) "In particular I understand that when I accept accelerated advancement to E-4 this agreement may not be cancelled whether or not I accept nuclear power or advanced training."
- (2) "I understand this extension becomes binding upon execution and thereafter may not be cancelled whether or not I complete nuclear power or advanced training."
- (3) "In particular I understand that when I accept accelerated advancement to E-4 this agreement may not be cancelled whether or not I complete advanced training."
- (4) "In particular I understand that when I accept accelerated advancement to E-4 this agreement may not be cancelled whether or not I complete nuclear power training."
- c. EXEMPTION: Members in the NF/AEF/ATF 6-Year Obligor Program, who accepted accelerated advancement on or after 1 September 1974 and who did not complete advanced training, will be eligible for payback under this article for 1 year of their 2-year extension.
- 4. Payback for Service Schools A, C, & F. Payback should be computed according to the table contained in article 7.03 of NAVPERS 15909F, if an active duty or extension agreement was required by NAVPERS 15909F to qualify for any of the above training.

5. Payback for Special Programs (NF/AEF/ATF 6-Year Obligor Programs) Prior to Advanced Training

a. If a member is disenrolled from a 6-Year Obligor Program for any reason prior to entry into the advanced training phase as defined below, the member may send a request to the

NAVPERSCOM for cancellation of an Agreement to Extend Enlistment and/or active duty agreement. To facilitate the prompt and efficient processing and classification of personnel in recruit training, commanding officer (COs) of recruit training centers are authorized to disenroll and cancel NAVPERS 1070/621 and/or NAVPERS 1070/622 for personnel enlisted NF/AEF/ATF under certain circumstances without gaining prior approval of NAVPERSCOM. Disenrollment or cancellation of Extension Agreement for any reason other than those listed below must be approved by NAVPERSCOM:

- (1) Failure to meet program qualifying test scores.
- (2) Failure to pass the Farnsworth Lantern Examination for color perception, failure to meet psychiatric standards, or suicide attempts or gestures; other potentially disqualifying physical defects will be processed according to program instructions.
 - (3) Identification as a drug abuser.
- (4) Inability to qualify for a security clearance without extended observation of the member's performance and behavior.
- b. To facilitate the prompt and efficient processing of personnel attending service schools, CO's of service school commands are authorized to cancel NAVPERS 1070/621 and/or active duty agreement for personnel disensolled from NF/AEF/ATF when all the following circumstances exist:
- (1) Disenrollment has been approved by NAVPERSCOM when required.
 - (2) Member has not accepted accelerated advancement.
 - (3) Member has not entered advanced training.

6. Payback for 6-Year Obligor Programs during Advanced
Training. If a member is disenrolled for any reason from the advanced training phase of a 6-Year Obligor Program after executing an extension of enlistment or active duty agreement to qualify for the course but has not accepted an accelerated advancement, payback for instruction received will be computed according to the table in this article. The obligated service requirement for a member disenrolled from the advanced training

phase subsequent to accepting an accelerated advancement will not be adjusted except as provided in the EXEMPTION above. A member will not be discontinued at the member's own request after enrollment in the advanced phase of a 6-Year Obligor Program.

7. Payback for Incomplete Advanced Training in 6-Year Obligor Programs

- a. A member in the NF/AEF/ATF 6-Year Obligor Program, who accepted accelerated advancement on or after 1 September 1974, and who did not complete advanced training may be eligible for a reduction in their 2-year extension of up to a year. revision to the accelerated advancement program in August 1974 requires a 5-year obligation for personnel not in the NF/AEF/ATF Programs who accept accelerated advancement. Consistent with this revision, personnel in the NF/AEF/ATF Programs who accepted accelerated advancement on or after 1 September 1974 are obligated for 1 year of their 2-year extension as a result of this accelerated advancement. The remaining year of the 2-year extension is payback for the advanced training and if the advanced training is not completed, members may be eligible for a reduction in this 1-year extension. Members in the NF/AEF/ATF Programs who accepted accelerated advancement prior to 1 September 1974 are obligated for the full 2-year extension period regardless of the amount of advanced training received.
- b. To facilitate the prompt and efficient processing of personnel attending service schools, CO s of service school commands are authorized to cancel Agreement to Extend Enlistment and/or active duty agreement for personnel disenrolled after commencing advanced training from NF/AEF/ATF under the following circumstances:
- (1) Disenrollement has been approved by NAVPERSCOM when required.
- (2) Member has executed an extension agreement for accelerated advancement, if received, and required payback computed under this article.

8. 6-Year Obligor Program Advanced Training Phases

- a. Nuclear Field Program (NF): Enrollment in Nuclear Power School.
 - b. Advanced Electronics Field Program (AEF):

AT/AQ/AX	Enrollment in the AFTA course of		
	the avionics training pipeline		
CTM	Enrollment in a CTM "C" School		
DS	Enrollment in a DS "C" School		
ET	Enrollment in an ET "C" School		
EW	Enrollment in an EW "C" School		
FTG/FTM	Enrollment in an FT "C" School		
Submarine FTG	Enrollment in an FTG(SS) "C" School		
SWS Program ET/FTB/MT	Enrollment in an SWS "C" School		
STG/STS	Enrollment in an ST "C" School		

c. Advanced Technical Field Program (ATF): Phase II training is defined in MILPERSMAN 1510-030.

9. Payback for 5-Year Obligor Program

a. The following ratings are included in the 5-Year Obligor Program:

Air Controlman (AC)
Builder (BU)
Construction Electrician (CE)
Construction Mechanic (CM)
Dental Technician (DT)
Electronics Technician Submarines (ETS)
Engineering Aid (EA)
Equipment Operator (EO)
Journalist (JO)
Photographer (PH)
Steelworker (SW)
Utilitiesman (UT)

b. Obligated service requirements are set forth in NAVPERS 15909F, Chapter 7.

c. When NAVPERS 1070/621 or NAVPERS 1070/622 is executed for the purpose of obtaining the required obligated service for this program, the following entry will be made on that page as the reason for extension:

"Training (5-Year Obligor Program for rating under MILPERSMAN 1160-080), I understand this agreement becomes binding upon execution and may not be cancelled except as set forth in MILPERSMAN 1160-040."

- d. A member will not be discontinued at the member's own request after enrollment in the basic training phase of the 5-Year Obligor Program.
- e. If a member is disenrolled from the 5-Year Obligor Program for any reason prior to entry into the basic training phase, a request may be sent to NAVPERSCOM for cancellation of a NAVPERS 1070/621 or NAVPERS 1070/622. Personnel failing to complete the class "A" school may have their extension agreements renegotiated as set forth in Chapter 7 of NAVPERS 15909F. Personnel acquiring the requisite obligated service through enlistment or reenlistment are not eligible for renegotiation of their contract if disenrolled from the school for any reason.
- f. Personnel enlisted under this program who are later eligible and desire to accept accelerated advancement to petty officer third class must agree to obligate for an additional year beyond that required for entry into this program.

10. Disenrollments

a. CO's will make sure that prospective enrollees in the advanced training phases of the NF/AEF/ATF programs understand the additional service requirements incurred and the required payback, if disenrolled. In those cases in which payback is required, the member will be permitted, upon approval of NAVPERSCOM, to execute a new Agreement to Extend Enlistment for a period that will provide the payback required for the number of weeks of training received according to the table in this article. For those members who accepted accelerated advancement on or after 1 September 1974, this payback will be in addition to the 1-year extension incurred for accelerated advancement. The payback for instruction received (when combined with the 1-year extension for accelerated advancement, if appropriate)

cannot exceed the number of months of the original extension agreement.

- b. If a member is disenrolled from the 5-Year Obligor Program for any reason prior to entry into the basic training phase, a request may be sent to NAVPERSCOM for cancellation of an Agreement to Extend Enlistment. A member failing to complete the Class "A" school will be permitted, upon approval of NAVPERSCOM to execute a new NAVPERS 1070/621, for a period that will provide the payback required for the number of weeks of training received according to the table in this article. Upon execution of such an extension, the previously executed extension agreement for the course of instruction will be cancelled. The payback for instruction received cannot exceed the number of months of the original extension agreement.
- c. Personnel attending "A" or "C" schools who were required to incur additional obligated service in the form of either an Agreement to Extend Enlistment or an Extension of Active Duty Agreement to attend these schools under NAVPERS 15909F, Chapter 7, will have their required payback computed according to the table contained in Article 7.03 of NAVPERS 15909F, if disenrolled.

11. Definition of Instruction Received

- a. For regular students, it is a number of weeks of training actually completed.
- b. For accelerated students, it is the number of weeks of classroom seat time actually used at the time of disenrollment.
- c. For repeat, held-over, or temporarily disenrolled students, it is the number of syllabus weeks actually completed in the course, exclusive of the number of weeks repeated, held over or temporarily disenrolled.
- d. Partial weeks are not counted as weeks of instruction received.
- 12. <u>Payback Computation Table</u>. For members in the NF/AEF/ATF Program disenselled from advanced training, the months of service obligation to be incurred in return for cancellation of a previous extension executed for training (payback) is computed

in the table below. If the table shows a requirement to serve a greater number of months than the original extension or if the number of months from the table when combined with extension incurred as the result of accepting accelerated advancement (6-YO Programs only) is greater than the original extension, then the original extension remains in effect.

Instruction	Payback	Instruction	Payback	
(Weeks)	(Months)	(Weeks)	(Months)	
1	1	36	25	
2	1	37	26	
3	2	38	26	
4	3	39	27	
5	3	40	28	
6	4	41	28	
7	5	42	29	
8	6	43	30	
9	6	44	30	
10	7	45	31	
11	8	46	32	
12	8	47	33	
13	9	48	33	
14	10	49	34	
15	10	50	35	
16	11	51	35	
17	12	52	36	
18	12	53	37	
19	13	54	37	
20	14	55	38	
21	15	56	39	
22	15	57	39	
23	16	58	40	
24	17	59	41	
25	17	60	42	
26	18	61	42	
27	19	62	43	
28	19	63	44	
29	20	64	44	
30	21	65	45	
31	21	66	46	
32	22	67	46	
33	23	68	47	
34	24	69	48	
35	24			

13. Administrative Procedures. Upon receipt of approval from NAVPERSCOM, CO's or officers in charge will make sure that the new extension agreement is executed, the old extension agreement cancelled, NAVPERS 1070/621 and/or NAVPERS 1070/622 page submitted according to DFAS-CL (DJMS), and the following NAVPERS 1070/613 entry filed in the member's service record:

"My active duty obligation remaining upon disenrollment from (school) has been explained to me per MILPERSMAN 1160-080. I understand that my active duty obligation has been set up as (EAOS date).

(Member's signature)

(Witnessing officer's signature)"

14. <u>Diserrollment</u>. Diserrollment from the NF, AEF, or other training programs after accepting an accelerated advancement to petty officer third class will not cancel the extension of enlistment or active duty agreement executed under BUPERSINST 1306.78 (NF) or this article except as provided in the EXEMPTION above.